

# EXHIBIT 1

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1  
2 SUPREME COURT OF THE STATE OF NEW YORK  
3 COUNTY OF NEW YORK - CIVIL TERM - PART 53

4 -----X  
5 PIMCO ABSOLUTE RETURN STRATEGY 3D OFFSHORE FUND  
6 LTD., et al.,

7 Plaintiffs,

8 -against-

9 Index No. 654743/17

10 WELLS FARGO BANK, NATIONAL ASSOCIATION,

11 Defendant.

12 -----X  
13 60 Centre Street  
14 New York, New York  
15 November 13, 2017

16 B E F O R E:

17 HONORABLE CHARLES E. RAMOS,  
18 Supreme Court Justice

19 A P P E A R A N C E S:

20 BERNSTEIN LITOWITZ  
21 BERGER & GROSSMANN LLP  
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(Continued)

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## 2. A P P E A R A N C E S:

3

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8

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Diane Kavanaugh, RPR  
Senior Court Reporter

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2 THE COURT: Defendant's motion, correct?

3 MR. TAMBE: That's right, your Honor.

4 THE COURT: There is a lectern.

5 This is liability as trustee, correct?

6 MR. TAMBE: That's correct. It's an offshoot  
7 of even that flavor, your Honor.

8 THE COURT: This is where the trustee has been  
9 taking attorney's fees out of the trust cases?

10 MR. TAMBE: That's right. And that's why I  
11 called it an offshoot. It is related to the other  
12 matter that is pending before your Honor.

13 THE COURT: This is a separate action just  
14 involving legal fees.

15 MR. TAMBE: Well, it's not just legal fees,  
16 it's legal fees and expenses.

17 Jay Tambe, from Jones Day, for Wells Fargo.  
18 This is our motion to dismiss the second action, the  
19 PIMCO action seeking a declaration as to the trustees'  
20 right to obtain attorney's fees and expenses from the  
21 trust assets.

22 This is related to the other matter that's  
23 pending before your Honor which involves a 261 trust.  
24 That has to do with whether the trustees acted as they  
25 were required to act under all the various governing  
26 agreements.

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We've briefed the matter. I don't want to rehash everything that's in the briefs. I want to take some time today to talk about two or three key issues and also discuss another matter that was briefed after we had finished briefing this motion to dismiss.

Another plaintiff that is suing Wells Fargo in federal court, the NCUA, has filed before your Honor a motion seeking to file an amicus brief.

THE COURT: I haven't seen it.

MR. TAMBE: Then we don't need to discuss it. We have opposed that motion. It's untimely. It's not helpful. Counsel from NCUA is here. They're sitting at counsel table. We would object to them addressing this motion in any way whatsoever.

THE COURT: I imagine that motion is probably on its way up.

MR. TAMBE: So we won't take any time with that.

THE COURT: Okay.

MR. TAMBE: We start in this case, your Honor, like many other cases where I have appeared before your Honor, with the language of the contract.

There is one key provision that we focus on, which is section 9.11 in each of the documents. I am going to hand up just that one page, which excerpts that

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provision.

THE COURT: Sure. This is the no-action provision?

MR. TAMBE: No, it's not.

THE COURT: This is the attorney's fees?

MR. TAMBE: Yes.

MR. TAMBE: What I have handed up to you, your Honor, is the indemnity provision, which you referred to as the attorney's fees provision. And you'll see it's far broader than just attorney's fees. It's very broad language. It's found in a contract to which they are not a party. They didn't sign that contract. Depositor, servicer and the trustee. They are clearly not a party to the contract. In fact, they are third-party beneficiaries and no more than third-party beneficiaries.

And that's going to be important for some legal arguments that they raise and whether they can actually step into the shoes of some of the litigants that they think they can step into the shoes of.

So that's one provision. I am not going to hand up every single provision I cite to, but when you think about that provision, that is the operative provision. Is Wells Fargo under that provision entitled to indemnify itself for defending the trustee litigation

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for the expenses that are incurred in the trustee litigation. Attorney's fees are certainly part of it, but so is reunderwriting expenses.

As your Honor may know, in the put-back litigation, where originators were sued, the one significant undertaking in terms of time, expense, complexity was reunderwriting mortgage funds.

It can take thousands of dollars to reunderwrite a single mortgage fund. We're talking about hundreds of thousands of mortgages across the trust that are issued in this case.

That's an expense that will be borne by the trustee. Under section 9.11, the language is clear that if we're defending a claim related to the agreement, related to our performance as trustee, we're indemnified unless the carveout applies. And the carveout is a very narrow carveout for willfulness conduct.

Now, you've spoken about allegations of willfulness and breaches of fiduciary duty in the Citibank context. We briefed that in the underlying RMBS litigation to your Honor.

The allegations that they have in their Complaint don't rise to that level. The carveout doesn't apply. And I'll speak to that as well.

As you're thinking about the indemnification



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2 provision, you can start and stop your analysis with the  
3 plain language of 9.11. That gets you there. It has  
4 all the language you need under Hooper, under any of the  
5 cases that they have cited for this Court to conclude  
6 that Wells Fargo has the right to get indemnity and be  
7 reimbursed for attorney's fees and expenses in  
8 connection with the trustee litigation.

9 And it's clear from this language that that  
10 obligation to indemnify survives the termination of the  
11 agreement.

12 We're both fighting a cold, your Honor.

13 And that's important here because these 11  
14 trusts that are the subject of this litigation, what  
15 makes them different than the other 261? What makes  
16 them different than the other 261 is in these 11 trusts  
17 there was a termination of the trust.

18 There was a provision in every one of these  
19 agreements that allows for a call, a cleanup call  
20 option. And the trust is terminated. Its contractual  
21 right is exercised, not by Wells Fargo, it's a  
22 contractual right that's exercised by another party. So  
23 the trust is terminated. A final distribution is made.

24 The problem is 9.11. 9.11 says we have a right  
25 to be indemnified, we have a right to be indemnified for  
26 attorney's fees and expenses and that right to indemnity



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2 comes from the trust assets and it survives the  
3 termination of the agreement.

4 So with respect to these 11 trusts that were  
5 being collapsed, when money was being distributed, was  
6 going to go to all corners of the earth for all we know,  
7 the only way for us to give meaning to this language is  
8 to set up a reserve and say if we do incur expenses in  
9 this litigation that we're defending, we're entitled to  
10 indemnity. That's how we will protect ourselves.

11 And to the extent that money is not required or  
12 to the extent a Court finds that there was a willful  
13 misconduct, that money will be paid out to the  
14 certificate holders.

15 So you could conduct the entire analysis and  
16 stop at 9.11. But if you do what Hooper asks you to do,  
17 if you're taking a harder look at these kind of  
18 provisions, and look at this in context, what were the  
19 parties to the contract trying to achieve?

20 I will cite to you some other provisions that I  
21 think are relevant, if you want to see the trustees'  
22 rights in a broader context.

23 9.01. And this is all set forth in our briefs.  
24 Wells Fargo is not required to expend its own funds in  
25 the performance of its duties under the contract.

26 There is no liability for Wells Fargo in

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actions taken in good faith, even if mistaken. There's a priority of reimbursement under the waterfall. So the priority of payments, the trustee gets paid first all amounts due to the trustee under the agreement before anyone else gets paid.

And, finally, the no-action clause to which you alluded.

So when you think about what is the extent of the indemnity rights that Wells Fargo has as trustee, certainly you focus on 9.11. But I think you also look at it against all of the other provisions in the PSA, in the governing agreement, which protect the trustee to a great extent from having to expend its own resources. And the general exception to that limitation of liability of the trustee is if it acts willfully.

And that has special meaning in contract law. And the Court of Appeals has spoken to that. It's not simply acted negligently. It's not simply a breach of contract. It's got to be intentional conduct that arises to intentional fraud or akin to intentional fraud. It's a very high level.

The legal arguments as to why this action should fail. I will start where I started with the last motion to dismiss argument, which is with a no-action clause.

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If you look at this whole pattern of litigation here, where one collection of certificate holders has commenced far reaching, all encompassing litigation against the trustees, in 2014, I told you then, and I'll say it again, it smacks at their litigation strategy. These were cases that were brought in 2014 after the statute of limitations had lapsed on original put-back claims.

It's then that this group of highly sophisticated certificate holders suddenly discovered, oh, my God, the crisis has been going on for seven plus years, it's the trustees, it should be the trustees who should have been looking out for our interest.

Put aside the fact that these same highly sophisticated investors who came to this court in the Article 77 proceedings, when they wanted to act, they knew how to act. They knew how to collect the requisite number of certificate holders. They knew how to direct the trustees to take action. And they knew how to indemnify trustees when they asked us to take these actions.

They didn't ask the trustees to take those actions pre 2014. It's only after the statute of limitations had lapsed that this litigation strategy was hatched.

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2 And it may well be a litigation tactic. But it  
3 has consequences. And one is that Wells Fargo and the  
4 other trustees subject of this type of litigation have  
5 to defend against it, have to go through discovery, have  
6 to potentially go through reunderwriting tens of  
7 thousands, hundreds of thousands of mortgages.

8 The trustee has a right to be indemnified under  
9 9.11. That's why this action for declaratory relief  
10 must be dismissed.

11 The no-action clause, if it was applied, would  
12 have avoided all of this. They don't have the  
13 25 percent backing of certificate holders to expend  
14 trust resources in dealing with the litigation that they  
15 think is helpful to them. But other note holders, other  
16 certificate holders, may think is a waste of resources.

17 There is a reason why the no-action clause  
18 reads the way it is. This is a structured finance  
19 transaction, it says. No certificate holder shall  
20 commence a lawsuit with respect to the agreement unless  
21 it meets all these different criteria.

22 And we've discussed at length at the prior oral  
23 argument, the Second Circuit decision in Cruden, why we  
24 think it doesn't apply, why we think it was wrongly  
25 decided. Why the no-action clause here should be  
26 applied as written. And this suit should be dismissed

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2 on that basis. I am not going to rehash those  
3 arguments, your Honor.

4 A couple of points about 9.11.

5 First of all, 9.11 on its face requires that  
6 the trustee is indemnified by the trust, not the  
7 certificate holders, by the trust, against any lost  
8 liability or expense. And then there is a  
9 parenthetical about reasonable attorney's fees. But the  
10 fact of the matter is that parenthetical wasn't  
11 necessary under New York law.

12 Under New York law, the use of the word any in  
13 this type of indemnity clause is sufficient in and of  
14 itself to cover attorney's fees. And we cited the cases  
15 for that proposition, including the Breed Abbott and  
16 Morgan versus Hulco case, which is a First Department  
17 decision.

18 The test in Hooper, they cite Hooper over and  
19 over again. I think they spend a good chunk of their  
20 opposition brief to Hooper. The legal test in Hooper is  
21 simply this, can the intent to indemnify be clearly  
22 implied from the language and purpose of the entire  
23 agreement and surrounding facts and circumstances.

24 That's it. No magical language needed. No  
25 special invocation of specific words. It is can it be  
26 clearly implied from the language.

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2 If you read 9.11 in the context of the  
3 remaining provisions -- you seem to be searching for  
4 something, your Honor.

5 THE COURT: I'm missing something. I don't  
6 think I have a Complaint in this case, in these papers.

7 MR. TAMBE: We can hand one up, your Honor.

8 THE COURT: Thank you. Yes.

9 MR. TAMBE: To take a step back.

10 The clause is very broad. It uses the word any  
11 lost liability of expense. As I was saying, the  
12 parenthetical about including reasonable attorney's fees  
13 is really not strictly required.

14 When the word any is used in this type of  
15 indemnity provision, if you look at Breed Abbott versus  
16 Hulco and other cases we cite, it's very clear that any  
17 is read expansively to include attorney's fees.

18 They invoke Hooper and say, well, Hooper kind  
19 of changes the analysis. First of all, Hooper involved  
20 a fact pattern that's very different than the fact  
21 pattern at play here, a very different clause.

22 Hooper involved a breach of contract litigation  
23 between two parties to the contract. And what the  
24 Hooper court found there was, it first laid down a legal  
25 test. And then it applied that test. The legal test,  
26 and the test that should apply here, can you clearly

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1  
2 imply the obligation to indemnify from the language and  
3 purpose of the entire agreement and surrounding facts  
4 and circumstances.

5 I think you get there on section 9.11. You  
6 certainly get there when you look at 9.11 in the context  
7 of the other provisions.

8 THE COURT: Am I correct that this Complaint  
9 doesn't specify any of the willful misfeasance or acts  
10 of misconduct other than to state them generally?

11 MR. TAMBE: That's exactly right, your Honor.  
12 It does not. And to the extent they're trying to  
13 incorporate their allegations from the underlying  
14 Complaint, that Complaint doesn't do it either, although  
15 they pretend as if it does.

16 I will say a couple of things about Hooper.  
17 They embrace Hooper.

18 THE COURT: I've read it. It doesn't help  
19 them. I agree.

20 MR. TAMBE: Then we'll move on.

21 THE COURT: In that case the carveout was for  
22 negligence. It wasn't for the willful.

23 MR. TAMBE: That's right. Among many reasons,  
24 that was the carveout. Secondly, it was a dispute  
25 between two parties to the contract. They are not  
26 parties. They are, at best, third-party beneficiaries.



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2 That's important.

3 If you look at this indemnity provision in  
4 context, who is most likely to be suing the trustee for  
5 breaches of its performance under the trust agreement?  
6 The certificate holders.

7 A couple of other points. I think I've already  
8 talked about the permissibility, the fact that with  
9 respect to these 11 trusts, a reserve had to be set up,  
10 otherwise you cannot --

11 THE COURT: Well, I guess the PSA permits the  
12 trustee to make distributions to itself on distribution  
13 dates. But the trust has been terminated; is that  
14 correct?

15 MR. TAMBE: That's right. And the last date is  
16 the final distribution date.

17 THE COURT: I see. Okay.

18 MR. TAMBE: I will make two other points. If I  
19 can grab my PSA for a minute.

20 There are a couple of other provisions. If  
21 it's a date that your Honor is focused on, if you look  
22 at 3.11 of the PSA, 3.11(a) and (b) talk about various  
23 withdrawals from various accounts.

24 THE COURT: Yes.

25 MR. TAMBE: There are certainly withdrawals  
26 that the trustee is permitted to make on distribution

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2 dates. But 3.11(b) says, "In addition, the trustee may  
3 from time to time make withdrawals from certificate  
4 account for the following purposes."

5 THE COURT: I see. It's not just a  
6 distribution case.

7 MR. TAMBE: That's correct. And then what can  
8 it withdraw from time to time, "To pay itself the  
9 trustee fee and any other amounts due to the trustee  
10 under this agreement."

11 THE COURT: Okay.

12 MR. TAMBE: And we know from section 5.12 that  
13 those kind of distributions come ahead of any payments  
14 to any certificate holders. That's the priority of  
15 payments.

16 THE COURT: You made that point. Let me hear  
17 from the plaintiffs.

18 MR. DeLANGE: Thank you, your Honor. Tim  
19 DeLange, from Bernstein Litowitz Berger and Grossmann,  
20 on behalf of the PIMCO plaintiffs.

21 I want to start where counsel for Wells Fargo  
22 started. That's with the no-action clause.

23 As your Honor is aware, we were here, I think  
24 it's two months ago. We argued that extensively. I am  
25 not going to repeat the arguments, but I want to point  
26 out that the argument he just made is unsupported by

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2 case law.

3 There is not a single case that supports Wells  
4 Fargo's interpretation of the no-action clause. In  
5 fact, every case to decide the issue has found that the  
6 no-action clause does not apply to suits against the  
7 trustee.

8 Interestingly, there has been no change in the  
9 law since that time, with one exception. There is a  
10 First Department decision that recently came out.

11 And Wells Fargo cited it in its reply brief.  
12 It's the Anato Opportunity Fund. And they misleadingly  
13 cite it.

14 They cite it for the proposition that the  
15 no-action clause applies to suits against the trustee.

16 To the contrary, in that case, Wells Fargo was  
17 a master servicer. And Justice Bransten held that the  
18 no-action clause applied with respect to the master  
19 servicer. And the First Department affirmed that  
20 decision from Justice Bransten.

21 What Wells Fargo didn't tell your Honor in the  
22 reply brief was that in the underlying action Judge  
23 Bransten clearly held the no-action clause did not apply  
24 in that action to the trustee, which was HSBC, following  
25 all the lines of cases that we cited to your Honor.

26 THE COURT: I'm less concerned about that.

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I'm really concerned about the carveout.

In order for the plaintiffs to prevail in this action, you have to allege and prove that Wells Fargo's activities fall within the purview of the carveout.

I don't even see an allegation there other than a conclusory statement that quotes 9.11.

MR. DeLANGE: I disagree, your Honor. Here's why I disagree.

THE COURT: Ultimately, at the end of the road, perhaps, if there is a finding that Wells Fargo has acted in a way that you say they've acted, well, you can certainly recover.

But, first of all, you don't even allege it. Second of all, you have to establish that they don't have the right otherwise granted to them under the PSA to take these payments out.

And unlike your client, they're going to be around if you succeed. The money that goes out to certificate holders will never be seen again. We all know that.

So from a practical point of view, and from a legal point of view, I don't see how -- at this point I don't see how you can sustain this kind of claim.

At the very least you have to come forward now, in this action, with proof that they are guilty of

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2 actions that would fall within the carveout. And you  
3 haven't even attempted to do that.

4 MR. DeLANGE: Your Honor, I disagree. And  
5 here's why.

6 THE COURT: You didn't even plead it.

7 MR. DeLANGE: I disagree. The carveout does  
8 not come into play under the Court of Appeals direction  
9 in Hooper.

10 This provision does not apply. They're not  
11 entitled to indemnity under this provision for the suit  
12 brought by the investors. We are parties to this  
13 contract. We're not a stranger.

14 THE COURT: No. Your clients didn't execute  
15 the PSA.

16 MR. DeLANGE: We did not, but we bought  
17 certificates. We entered into a contract with the  
18 trustee for the certificates.

19 THE COURT: I think Wells Fargo's counsel is  
20 correct, you're third-party beneficiaries. I mean, this  
21 is a pure indemnification situation.

22 We still have indemnification situations in  
23 which parties to a contract can indemnify one another.  
24 But this is a third-party action as far as Wells Fargo  
25 is concerned.

26 MR. DeLANGE: That's how they look at it when

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it's convenient for them.

They also argue that the trust, who they entered into the contract with, is not an entity that can enter into a contract or suit.

So ask yourself, and look at the provision, who is it that can enforce Wells Fargo's obligations under the trust.

THE COURT: In any event, the provision is so broad and it clearly -- the carveout itself explains if there is some malfeasance on the part of Wells Fargo, then they are not to be indemnified. That's exactly the situation where the certificate holders would be suing. So to me it clearly contemplates that they are to be indemnified and have the right to essentially set up this reserve fund.

MR. DeLANGE: Your Honor, I respectfully disagree. The Court of Appeals respectfully disagrees in Hooper as well.

That says when you look --

THE COURT: That case involved a carveout for negligence. This carveout requires you to prove almost criminal activity on the part of Wells Fargo. Willful and deliberate. Not simply negligence.

MR. DeLANGE: The Court of Appeals in Hooper did not rely on the carveout, your Honor. The Court in

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Hooper found the indemnity provision did not apply because it was not unmistakably clear that it applied to the situation in the suit between the parties.

THE COURT: I think it is unmistakably clear. This is exactly the kind of claim, and the carveout explains it, this is exactly the kind of claim that a certificate holder would bring. Who else is going to sue, the trustee?

MR. DeLANGE: The seller, who has reps and warranties that are within the agreement, the put-back plaintiffs are talking about.

THE COURT: Let's not beat a dead horse. The motion is granted.

MR. TAMBE: Thank you, your Honor.

THE COURT: Settle an order. It's granted in its entirety.

MR. DeLANGE: Your Honor, can I ask you a question?

THE COURT: Thank you.

MR. DeLANGE: Are we going to get a written order?

THE COURT: The transcript will be so ordered. And I will sign a settle order.

You will receive a copy of the proposed order from defendant's counsel.



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MR. DeLANGE: Thank you, your Honor.

THE COURT: Thank you.

\* \* \* \*

Certified to be a true and accurate transcript  
of the stenographic minutes taken within.

Diane Kavanaugh  
Diane Kavanaugh, RPR  
Senior Court Reporter

**SO ORDERED. DATE:**

CHARLES E. RAMOS

J.S.C.

11/28/17

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

PIMCO ABSOLUTE RETURN STRATEGY 3D	:	Index No. 654743/2017
OFFSHORE FUND LTD., <i>et al.</i> ,	:	Hon. Charles Ramos (Part 53)
	:	Mot. Seq. No. 007
Plaintiffs,	:	
	:	
v.	:	
	:	
WELLS FARGO BANK, NATIONAL	:	
ASSOCIATION,	:	
	:	
Defendant.	:	

Stipulated Errata to the Transcript of the Oral Argument on  
Wells Fargo's Motion to Dismiss

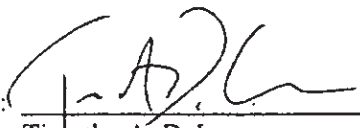
The parties hereby stipulate and agree that the transcript of oral argument held on November 13, 2017 before the Honorable Charles E. Ramos regarding Wells Fargo Bank National Association's motion to dismiss the Complaint in the above-captioned action is amended as follows:

Page: Line(s)	Current Text	Change To
3:23	which involves a 261 trust.	which involves <del>a</del> 261 trusts.
6:8	reunderwriting mortgage funds.	reunderwriting mortgage funds <u>loans</u> .
6:10	reunderwrite a single mortgage fund.	reunderwrite a single mortgage fund <u>loan</u> .
6:11-12	across the trust that are	across the trusts that are
6:18	carveout for willfulness conduct.	carveout for willfulness <u>misconduct</u> .
7:12	We're both fighting a cold, your Honor.	<u>(Aside)</u> We're both fighting a cold, your Honor.
8:12-13	that there was a willful misconduct,	that there was <del>a</del> willful misconduct,
10:6	it smacks at their litigation strategy.	it smacks <del>at</del> <u>of</u> their litigation strategy.
10:15	that these same highly	that these <u>are the</u> same highly
11:4	trustees subject of this type of litigation	trustees subject <u>to</u> <del>of</del> this type of litigation
11:18	reads the way it is.	reads the way it <u>is</u> <del>does</del> .

Page/Line(s)	Current Text	Change To
12:12	the use of the word any in	the use of the word "any" in
12:20	opposition brief to Hooper.	opposition brief to <u>on</u> Hooper.
13:10-11	It uses the word any lost liability of expense.	It uses the words "any <u>loss-loss</u> liability or expense."
13:14	When the word any is used	When the word "any" is used
13:16-17	Hulco and other cases we cite, it's very clear that any is read	<u>Hulco</u> <del>Huleo</del> and <del>the</del> other cases we cite, it's very clear that "any" is read
13:26	that should apply here, can you	that should apply here, <u>is</u> , can you
16:3	make withdrawals from certificate	make withdrawals from <u>the</u> certificate
21:8-9	Who else is going to sue, the trustee?	Who else is going to sue, the trustee?


Dated: November 15, 2017

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SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY

PRESENT: HON. CHARLES E. RAMOS  
Justice

PART 53

Index Number : 654743/2017  
PIMCO ABSOLUTE RETURN  
vs.  
WELLS FARGO BANK, NATIONAL  
SEQUENCE NUMBER : 004  
MOTION TO DISMISS

INDEX NO. \_\_\_\_\_  
MOTION DATE \_\_\_\_\_  
MOTION SEQ. NO. \_\_\_\_\_

The following papers, numbered 1 to \_\_\_\_\_, were read on this motion to/for \_\_\_\_\_  
Notice of Motion/Order to Show Cause — Affidavits — Exhibits \_\_\_\_\_ No(s). \_\_\_\_\_  
Answering Affidavits — Exhibits \_\_\_\_\_ No(s). \_\_\_\_\_  
Replying Affidavits Charles E. Ramos No(s). 53

Upon the foregoing papers, it is ordered that this motion is

MOTION/CASE IS RESPECTFULLY REFERRED TO JUSTICE  
FOR THE FOLLOWING REASON(S):

Motion granted as reflected in the Court's transcript.  
Any party to this matter may request that this Court "So Order" the transcript by submitting a copy of the Court Stenographer's record, together with an errata sheet correcting all errors in the record (counsel's as well as the Court's), to the Clerk of Part 53. If all parties consent to the proposed corrections or agree that no corrections are required, a stipulation to that effect shall accompany said errata sheet or transcript. In the absence of consent, the requesting party shall notice the record for settlement pursuant to CPLR Rule 5525(c).  
In the event the ruling authorizes the entry of a judgment or other action by the clerks, the submission of a proposed order or judgment shall be made to the Judgment Clerk or other appropriate clerk.  
Settle order on notice.

Dated: 11/20/17

CHARLES E. RAMOS, J.S.C.

1. CHECK ONE: ..... ☒ CASE DISPOSED ☐ NON-FINAL DISPOSITION  
2. CHECK AS APPROPRIATE: ..... MOTION IS: ☒ GRANTED ☐ DENIED ☐ GRANTED IN PART ☐ OTHER  
3. CHECK IF APPROPRIATE: ..... ☐ SETTLE ORDER ☐ SUBMIT ORDER  
☐ DO NOT POST ☐ FIDUCIARY APPOINTMENT ☐ REFERENCE